

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 1 of 4)

DRAFT: AUGUST 5, 2015

MIXED RESIDENTIAL AREA (MR)							
	RESIDENTIAL DETACHED (YARD HOUSE AND OTHERS)	ZERO LOT LINE DETACHED (YARD HOUSE)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL 3- TO 6-PLEX (MANSION HOUSE)	RESIDENTIAL MULTI- FAMILY	CIVIC	COMMERCIAL
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	1,200 SF 1,400 SF (on corner lots)	600 SF 800 SF (on corner lots)	6,000 SF	12,500 SF	2,500 SF	2,500 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	20 FT. 25 FT. on corner lots	14 FT 19 FT. on corner lots	50 FT.	80 FT.	25 FT.	25 FT.
Maximum Height	40 FT. and 3 stories	40 FT. and 3 stories	40 FT. and 3 stories	40 FT. and 3 stories	65 FT.	65 FT.	65 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN. ¹	0 FT. ²	0 FT.	5 FT.	10 FT.	0 FT.	0 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Maximum Impervious Cover	75%	75%	95%	75%	90%	90%	90%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.
2. One side of a zero lot line Yard House exterior wall may be located on one of the lot's side property lines, however, the exterior sideyard-facing building walls of adjoining lots must be separated by a minimum of five (5) feet. (Access and/or maintenance easements may need to be created by individual builders or property owners to facilitate maintenance of buildings and/or areas that are located on or very close to an interior sideyard property line.

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

REC'D 8-11-2015

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 2 of 4)

DRAFT: AUGUST 5, 2015

EMPLOYMENT CENTER (EC)					
	RESIDENTIAL DETACHED (YARD HOUSE AND OTHERS)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL MULTI-FAMILY	CIVIC	COMMERCIAL
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	600 SF 800 SF on corner lots	12,500 SF	3,600 SF 4,000 SF on corner lots	3,600 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	14 FT 19 FT. on corner lots	80 FT.	50 FT.	50 FT.
Maximum Height	40 FT. and 3 stories	40 FT. and 3 stories	75 FT.	75 FT.	75 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN. ¹	0 FT.	10 FT.	10 FT.	10 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	5 FT.	10 FT.	10 FT.
Maximum Impervious Cover	75%	95%	95%	90%	90%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 3 of 4)

DRAFT: AUGUST 5, 2015

TOWN CENTER (TC)					
	RESIDENTIAL DETACHED (YARD HOUSE AND OTHERS)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL MULTI-FAMILY	CIVIC²	COMMERCIAL²
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	600 SF 800 SF on corner lots	12,500 SF	2,500 SF	2,500 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	14 FT 19 FT. on corner lots	80 FT.	25 FT.	25 FT.
Maximum Height	40 FT. and 3 stories	40 FT. and 3 stories	120 FT.	120 FT.	120 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	0 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN. ¹	0 FT.	5 FT.	0 FT.	0 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	0 FT.	0 FT.	0 FT.
Maximum Impervious Cover	75%	95%	95%	100%	100%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.
2. Parking facilities in Town Center may be retained in common for reciprocal use by Town Center commercial and office civic tenants (but such facilities are not required) and may (but need not) be included as part of the building lot

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 4 of 4)

DRAFT: MAY 1, 2013

OPEN SPACE (OS)		
	CIVIC	COMMERCIAL
Minimum Lot Size	5,000 SF	5,000 SF
Minimum Lot Width	20 FT.	20 FT.
Maximum Height	35 FT.	35 FT.
Minimum Front Yard Setback	5 FT.	5 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.
Minimum Interior Side Yard Setback	0 FT.	0 FT.
Minimum Rear Yard Setback	0 FT.	0 FT.
Maximum Impervious Cover	75%	75%

EXHIBIT H: OFF-STREET PARKING AND LOADING REGULATIONS

DRAFT: SEPTEMBER 2, 2015

- (1) There is no off-street loading requirement for a building with less than 10,000 square feet (to be designated) of gross building area. The director shall determine the location, number, and dimensions of the off-street loading for a larger building. These may be located on certain streets in the on-street parking zone. Loading spaces may be shared between two different, but adjacent uses and/or properties. The Director may establish/approve other exceptions to Appendix A.
- (2) Except as approved by the Director, parking in alleys is prohibited.
- (3) This section established minimum vehicular parking requirements.
 - a. Except as otherwise provided in this subsection, a commercial use shall provide one parking space for every 500 square feet of gross building area.
 - b. An office use shall provide one parking space for every 500 square feet of gross building area.
 - c. A condominium residential, multi-family residential, group residential, Mansion House, or retirement housing use shall provide one parking space for the first bedroom of a dwelling unit and 0.5 parking space for each additional bedroom.
 - d. A townhouse residential, single-family residential, duplex residential, yard house, row house, shop house, group home or family home use shall provide two parking spaces for each dwelling unit. A yard house is not required to provide additional parking for an accessory dwelling unit if that accessory dwelling unit does not contain more than 700 square feet of gross building area. A shop house is not required to provide additional parking for a commercial use if that commercial use does not exceed 750 square feet.
 - e. An indoor entertainment use shall provide one parking space for every 15 seats.
 - f. An amphitheater shall provide one parking space for every 15 seats.
 - g. A sports playfield use shall provide eight parking spaces per field.
 - h. Off-street parking is not required for park and recreational facilities, community recreation facilities, community events facilities or outdoor sports and recreation facilities (such as neighborhood parks, pavilions, picnic shelters or tables, playgrounds, swimming pools, boat rental facilities, basketball/sport courts, or bike rental facilities, excepting playfields, as noted above).
 - i. The Director shall determine the parking requirement for any use not listed in this subsection.
- (4) In the Town Center (TC) land use area, the required parking for a use may be located anywhere in the land use area. Community parking facilities are encouraged.
- (5) In the Town Center (TC), Employment Center (EC), Mixed Residential (MR) and Open Space (OS) land use areas of the PUD, shared parking will be allowed between different properties. These will generally comply with the City of Austin's current shared parking regulations, but the Director may approve variances from these.
- (6) Note: *Accessible parking spaces must be located on the shortest possible accessible route of travel to an accessible building entrance. In facilities with multiple accessible building entrances with adjacent parking, accessible spaces must be dispersed and located near the accessible entrances.* (Cited from IBC 1106.6)
- (7) In all areas of the PUD, any off-street loading spaces are allowed to be located on-street, in the public ROW, on streets and drives that have such space designed for on-street parking. When located on-street, the minimum dimension of such off-street loading space may be reduced to 10 feet by 30 feet.
- (8) Adjacent properties may share and are encouraged to share off-street or on-street loading spaces.

REC'D 9-2-2015

EXHIBIT I

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS REGARDING THE MAINTENANCE OF DRAINAGE FACILITIES

This Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities for the Easton Park Development (this "Restrictive Covenant"), is executed by Carma Easton LLC, a Texas limited liability company ("Declarant"), and is as follows:

GENERAL RECITALS:

DECLARANT: Carma Easton LLC, a Texas limited liability company

ADDRESS: 9737 Great Hills Trail, Suite 260, Austin, Texas 78759

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin (the "City") to Declarant, the receipt and sufficiency of which are acknowledged.

PROPERTY: Declarant owns land (the "Property") within Travis County, more particularly described on **EXHIBIT A** attached and incorporated by reference.

A. Definitions.

1. **Owners.** The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
2. **Facilities.** The term "Facilities" means those drainage facilities that convey and receive stormwater runoff and that are more particularly described on **EXHIBIT B** attached and incorporated by reference.
3. **District.** The term "District" means the Pilot Knob Municipal Utility District No. 3, a political subdivision of the State of Texas created and operating under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code.

B. Declaration.

Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance. Declarant declares that the Property is subject to

the following covenants, conditions and restrictions which run with the Property and bind all parties having right, title, or interest in or to the Property or any part, their respective heirs, successors, and assigns and inure to the benefit of each Owner and the District.

AGREEMENTS:

1. **Recitals Incorporated.** The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
- 2.1 **Easement to the District.** Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the District, whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas 78701, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities, in, upon and across portions of the Property as more particularly described in **EXHIBIT C** attached hereto and incorporated by reference (the "**Easement Tract**").

TO HAVE AND TO HOLD the same perpetually to the District and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

- 2.2 **Easement to the Owners.** Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Owners, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the Owners and their respective successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

- 2.3 **Easement to the City.** Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the City, whose address is Post Office Box 1088, Austin, Texas 78767-1088, Attn: Planning and Development Review Department, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the City and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements,

covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

3. Maintenance. The Owners shall continuously maintain the Facilities in accordance with the requirements of the City and in a good and functioning condition until such time as the Facilities have been constructed and the District has accepted the Facilities for maintenance, at which time the District will maintain the Facilities. The District may levy assessments to discharge the maintenance obligations of the Facilities. Each Owner is jointly and severally liable for the maintenance of the Facilities, but only in the event that the District fails to discharge its obligation to maintain the Facilities. After full purpose annexation of the Property by the City, the City will maintain the Facilities. The portion of the Property on which the Facilities are located may not be used for any purpose inconsistent with or detrimental to the proper operation of the Facilities.
4. Notice of City Entry. Prior to the City's full purpose annexation of the Property, the City shall give the District and the Owners thirty (30) days' prior written notice of the City's intent to enter all or part of the Easement Tract for the purpose of operating, maintaining, replacing, upgrading or repairing, as applicable, the Facilities; provided, however, that in the event of an emergency, the City shall be required to give prior notice within a reasonable period of time. Reasonableness shall be determined in accordance with the nature of circumstances of the emergency. The City shall have the right to enter the Easement Tract without notification for the purposes of monitoring and inspection only.
5. General Provisions.
 - A. Enforcement. If any person, persons, corporation, or entity of any other character violates or attempts to violate this Restrictive Covenant, it will be lawful for the City, its successors and assigns, to prosecute proceedings at law, or in equity, against the person, or entity violating or attempting to violate such covenant and to prevent the person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
 - B. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of such modification, amendment or termination in the Official Records of Travis County, Texas, approved and executed by (a) the Director of the Planning and Development Review Department of the City or successor department; (b) the Owners of the Property; (c) any mortgagees holding security interests on any portion of the Property, and (d) from and after such time as the District has accepted the Facilities for maintenance, the District. Such action only becomes effective after it is reduced to writing, signed by all of the required parties described in the immediately preceding sentence, and filed in the Real Property Records of Travis County.
 - C. Duration. Unless modified, amended, or terminated in accordance with Paragraph 5(B), this Restrictive Covenant remains in effect in perpetuity.

- D. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind the District and the Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, the former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance. When the City full purpose annexes the Property and accepts the Facilities for maintenance, the District will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that the District had in connection with the maintenance of the Facilities from and after the date of such full purpose annexation, but no such full purpose annexation releases the District from any liabilities, if any, actual or contingent, existing as of the time of such full purpose annexation.
- E. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the District, Declarant, any other Owner, or the City must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Any change in ownership or address requires notice to the District, Declarant, all other Owners, and the City.

City:

City of Austin
Planning and Development Review Department
P.O. Box 1088
Austin, Texas 78767-1088
ATTN: _____
Case No. _____

Declarant:

Carma Easton LLC
9757 Great Hills Trail, Suite 260
Austin, Texas 78759
ATTN: Shaun E. Cranston, P.Eng.

With a copy to (which shall not constitute notice):

DuBois Bryant & Campbell LLC
ATTN: E. Scott Lineberry
303 Colorado, Suite 2300
Austin, Texas 78701

District:

Pilot Knob Municipal Utility District No. 3
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the District, Declarant, any other Owner, or the City in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the District, Declarant, or any other Owner to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the District, Declarant, or any other Owner may have hereunder by reason of any breach of this Restrictive Covenant.
- K. Excusable Delays. Whenever performance is required of the District or any Owner hereunder, the District or the Owner, as the case may be, shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform; provided, however, that if completion of performance is delayed at

any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the District or the Owner, as the case may be (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

- L. Existing Encumbrances. The easements and other rights granted or created by this Restrictive Covenant are subject to any and all matters of record affecting the Property.
- M. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- N. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto, contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.
- O. Counterparts. This Restrictive Covenant may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Executed on the date set forth in the acknowledgment below to be effective on _____, 20__.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____ of Carma Easton LLC, a Texas limited liability
company, on behalf of such limited liability company.

Notary Public, State of Texas

ACCEPTED: PLANNING AND
DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared _____, _____ of Carma Easton LLC, a Texas limited liability company, who being known to me duly sworn, stated as follows:

1. "My name is _____. I am _____ of Carma Easton LLC and am authorized by Carma Easton LLC to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this Affidavit. I have personal knowledge of the facts contained herein as an officer of the limited liability company who holds title to the property and I have recently reviewed the limited liability's records of ownership of this Property (as defined below).

2. There is no lien held by any person, including any bank or similar corporate person, against the property described on the attached and incorporated **Exhibit A** (the "*Property*").

“Further Affiant sayeth not.”

CARMA EASTON LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, _____ of Carma Easton LLC, a Texas limited
liability company, on behalf of such limited liability company.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Austin

Department of Planning and Development Review Department

P.O. Box 1088

Austin, Texas 78767

Project Name: _____

Attn: _____ [Project Manager]

CIP No. _____ [if applicable]

EXHIBIT A

The Property

[see attached]

EXHIBIT B

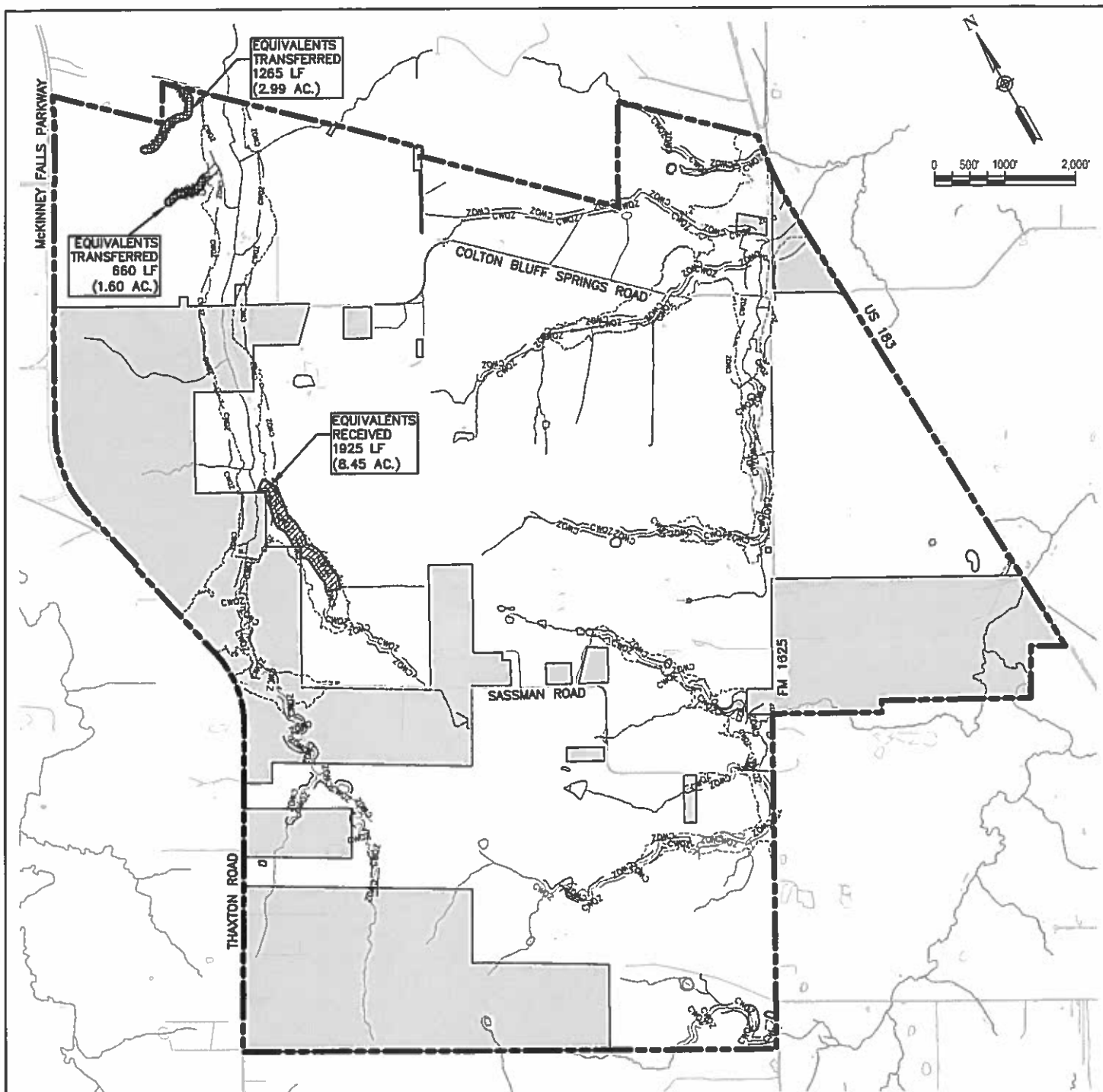
Drainage Facilities

[see attached]

EXHIBIT C

The Easement Tract

[see attached]



LEGEND

- AREA NOT INCLUDED IN PUD
- CWOZ — CRITICAL WATER QUALITY ZONE FOR MAJOR AND INTERMEDIATE WATERWAYS
- CWOZ — CRITICAL WATER QUALITY ZONE FOR MINOR WATERWAYS, DA 64-320 Ac.
- OVERALL PLANNING BOUNDARY
- 100 YR FLOODPLAIN
- TRIBUTARIES
- TRANSFERRING TRACT
- RECEIVING TRACT

TOTAL BUFFER ZONE EQUIVALENTS, LF

DOC. #	TRANSFERRED	RECEIVED
2014138937	1925	1925

EXHIBIT J

CRITICAL WATER QUALITY ZONE TRANSFERS

PILOT KNOB PLANNED UNIT DEVELOPMENT

C814-2012-0152

REC'D 9-2-2015

EXHIBIT K

**CRITICAL WATER QUALITY ZONE FOR MINOR WATERWAYS
TRANSFERRING AND RECEIVING RESTRICTIVE COVENANT NO.**

GRANTOR: CARMA EASTON LLC, a Texas limited liability company

GRANTOR'S ADDRESS: 11501 Alterra Parkway, Suite 100, Austin, Texas 78758

CONSIDERATION: Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Grantor, the receipt and sufficiency of which is acknowledged:

PROPERTY: That certain real property in Travis County, Texas described in Exhibit A to each Strategic Partnership Agreement between the City of Austin and each of Pilot Knob Municipal Utility Districts Nos. 1, 2, 3, 4 and 5, attached as Exhibit 1 to those certain Ordinances Nos. 20120524-035, 20120524-036, 20120524-037, 20120524-038 and 20120524-039 and filed of record as Documents Nos. 201200037, 201200038, 201200039, 201200040 and 201200041, respectively, in the Official Public Records of Travis County, Texas, to which instruments and their respective record references are now here made for all pertinent purposes

TRANSFERRING TRACT: That certain real property in Travis County, Texas described on Exhibit A attached hereto and incorporated herein by reference.

RECEIVING TRACT: That certain real property in Travis County, Texas described on Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, Grantor is the owner of the Transferring Tract and the Receiving Tract; and

WHEREAS, the above-described Transferring Tract is located within one or more of Pilot Knob Municipal Utility District No. 1, Pilot Knob Municipal Utility District No. 2, Pilot Knob Municipal Utility District No. 3, Pilot Knob Municipal Utility District No. 4 and Pilot Knob Municipal Utility District No. 5, each a political subdivision of the State of Texas created and operating under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (each a "MUD" and, collectively, the "MUDs") ; and

WHEREAS, the above-described Receiving Tract is located within one or more of the MUDs; and

WHEREAS, the City of Austin and the Grantor entered into a Consent Agreement with each of the MUDs, each such Consent Agreement being effective as of April 13, 2012, and Austin City Council approved the Consent Agreements in Ordinance Nos. 20120322-031, 20120322-032, 20120322-033, 20120322-034 and 20120322-035 (collectively, the “**Consent Agreement**”); and

WHEREAS, the Consent Agreement provides that, with respect to waterways having a contributing drainage area of less than 320 acres but more than 64 acres, Grantor is required to provide a setback, herein and in the PUD referenced as a Critical Water Quality Zone for minor waterways (“**CWQZ**”), of 50 feet from the centerline of such waterway; and

WHEREAS, where the provision of such CWQZ causes hardship on the development of the property located within the MUDs, the Consent Agreement provides that a one-for-one credit based on linear foot of waterway will be given for each of the following: (i) providing a 50 foot CWQZ from the centerline of waterways having a contributing drainage area of less than 64 acres, and/or (ii) increasing the CWQZ width established by the 50 foot centerline setback (total width of 100 feet centered on the waterway) to an average total width of 200 feet for waterways having a contributing drainage area of less than 320 acres but more than 64 acres, which added CWQZ width does not need to be centered on the centerline of such Minor Waterway; and

WHEREAS, Grantor intends to transfer some or all of the linear feet of the CWQZ available for transfer from the Transferring Tract to the Receiving Tract in accordance with all applicable Consent Agreement requirements;

NOW, THEREFORE, it is declared that the Owner of the Transferring Tract and the Owner of the Receiving Tract, for consideration, shall hold, sell, and convey the Transferring Tract and Receiving Tract subject to the following covenants and restrictions by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Transferring Tract and Receiving Tract, its heirs, successors, and assigns.

1. In accordance with the Consent Agreement, the entire Receiving Tract is deemed to be included within the CWQZ. Except as allowed under applicable law, no use will be made of the Receiving Tract, or on the Receiving Tract, that is inconsistent with the uses permitted in the Consent Agreement for real property located in the CWQZ.
2. In accordance with the Consent Agreement, none of the Transferring Tract will be subject to any restrictions or limitations relating to real property located in a CWQZ.
3. Taking into consideration the property being designated as Transferring Tract(s) and Receiving Tract(s) in this restrictive covenant, no linear feet of the Transferring Tract remain available for future transfer, based upon the criteria set out in the Consent Agreement and as reflected in **Exhibit C** attached hereto and incorporated herein by reference. Further, **Exhibit D** attached hereto and incorporated herein by reference reflects the cumulative Transferring Tracts and Receiving Tracts within the Property since, and including those reflected in, the recording of that certain Setback/Waterway Buffer Zone Transferring and Receiving Restrictive Covenant No. 1 as Document No. 2014138937 in the Official Public Records of Travis County, Texas.

4. The Grantor shall place on the preliminary, final and construction plans (i) a note noting this recorded Restrictive Covenant document number, (ii) if any portion of the Transferring Tract is within the boundary of the current plat application, a note and detailed drawing of such portion of the Transferring Tract, and (iii) if the Receiving Tract is within the boundary of the current plat application, a note and detailed drawing of the portion of the Receiving Tract located thereon.
5. The Transferring Tract and Receiving Tract shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions, which shall run with the Transferring Tract and Receiving Tract and shall be binding on all parties having any right, title or interest in or to the Transferring Tract or Receiving Tract or any portion thereof, their heirs, legal representatives, successors, and assigns.
6. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
7. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
8. If, at any time, the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
9. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of Travis County, Texas, executed, acknowledged and approved by (a) the Director of the Development Services Department of the City of Austin or successor department; (b) if such modification, amendment or termination relates to the Transferring Tract, all of the Owners of the Transferring Tract at the time of the modification, amendment, or termination and any mortgagees then holding a security interest on any portion of the Transferring Tract; and (c) if such modification, amendment or termination relates to the Receiving Tract, all of the Owners of the Receiving Tract at the time of the modification, amendment, or termination and any mortgagees then holding a security interest on any portion of the Receiving Tract. Such action only becomes effective after it is reduced to writing, signed by all required Parties and their respective mortgagees, if any, and the Director of Development Services Department of the City of Austin or its successor department and filed in the Real Property Records of Travis County, Texas.

All citations to the Land Development Code shall refer to the Austin City Code, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

[signatures follow on the next page]

EXECUTED on the date set forth in the acknowledgment below to be effective this ____ day of _____, 20__.

GRANTOR:

CARMA EASTON LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

Before me _____, Notary Public, on this day personally appeared _____, _____ of Carma Easton LLC, a Texas limited liability company, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 20__.

Notary Public, State of Texas

ACCEPTED: PLANNING AND
DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Assistant City Attorney

STATE OF TEXAS §
COUNTY OF TRAVIS §

1. "My name is _____. I am _____ of Carma Easton LLC and am authorized by Carma Easton LLC to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this Affidavit. I have personal knowledge of the facts contained herein as an officer of the limited liability company who holds title to the property and I have recently reviewed the limited liability's records of ownership of this Property (as defined below).

2. There is no lien held by any person, including any bank or similar corporate person, against the property described on the attached and incorporated **Exhibits A and B** (collectively, the “*Property*”).

“Further Affiant sayeth not.”

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

 This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____, _____ of Carma Easton LLC, a Texas
limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

Project Name: _____

Attn: _____ [Project Manager]

CIP No. _____ [if applicable]

EXHIBIT A

Transferring Tract

[see attached property description(s)]

EXHIBIT B

Receiving Tract

[see attached property description(s)]

EXHIBIT C

Current Buffer Zone Transfers

[see attached]

EXHIBIT D

Cumulative Buffer Zone Transfers

[see attached]

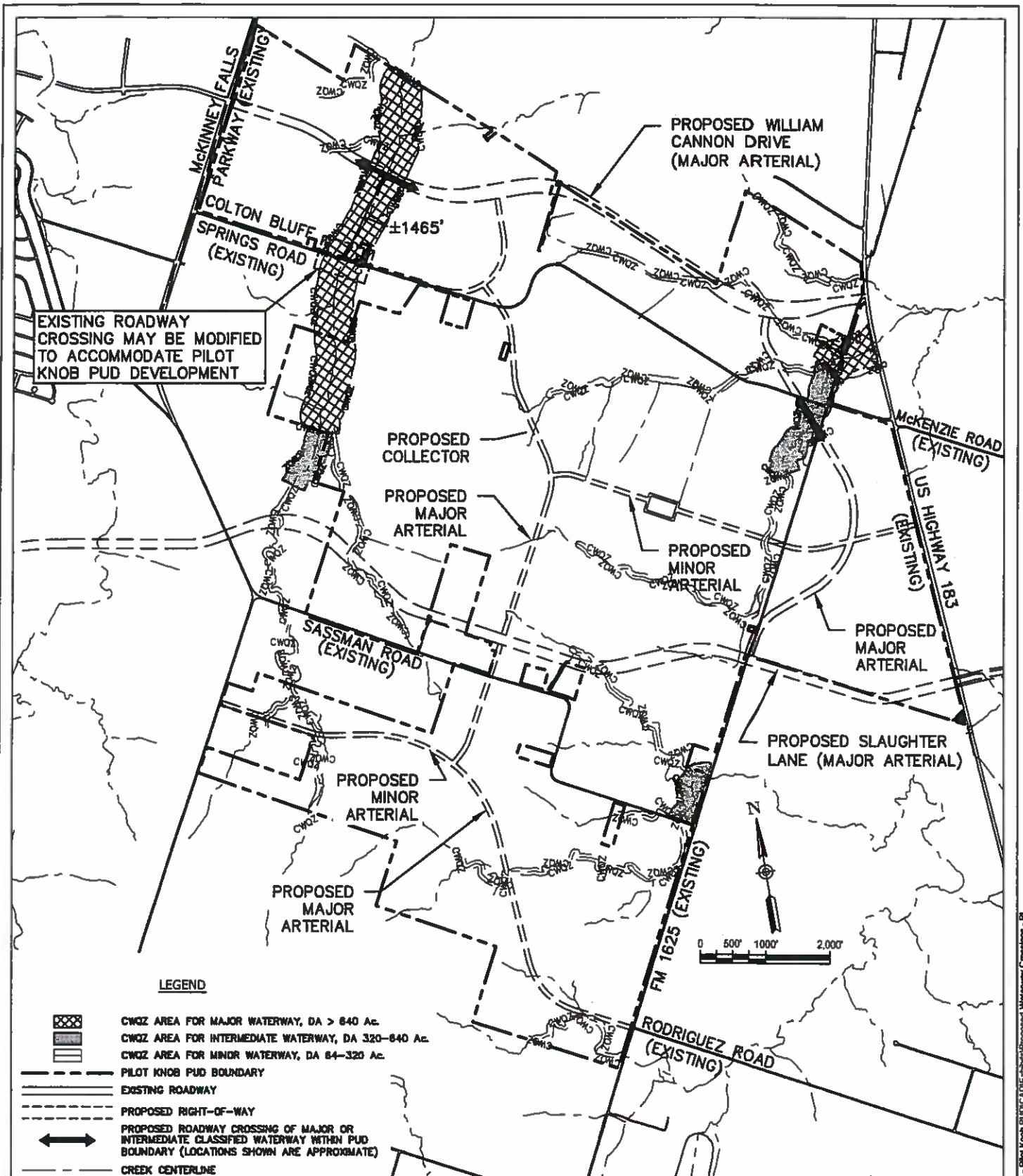
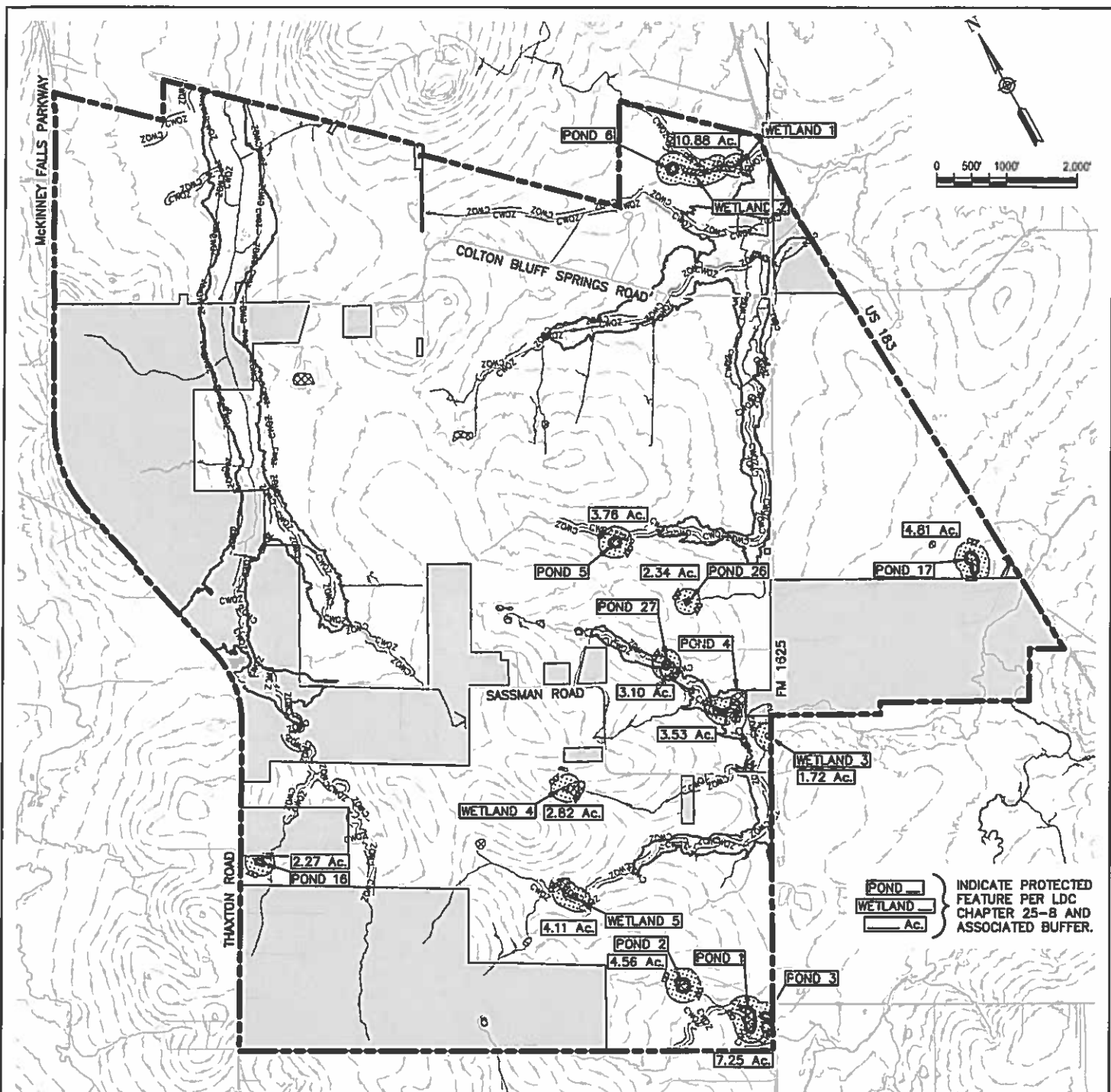


EXHIBIT L **PROPOSED WATERWAY CROSSINGS** **PILOT KNOB PLANNED UNIT DEVELOPMENT**

C814-2012-0152

REC'D 8-11-2015



LEGEND

	AREA NOT INCLUDED IN PUD		TRIBUTARIES		CWQZ		CRITICAL WATER QUALITY ZONE FOR MAJOR AND INTERMEDIATE WATERWAYS
	CEF SETBACK AREA		EXISTING WETLANDS		CWQZ		50' CRITICAL WATER QUALITY ZONE FOR DRAINAGE AREAS 64-320 AC.
			EXISTING PONDS				OVERALL PLANNING BOUNDARY
			WETLAND FRINGE				100 YR FLOODPLAIN

NOTES:

1. FOR DESCRIPTION OF ENVIRONMENTAL FEATURES NOTED, SEE "PILOT KNOB PUD: CITY OF AUSTIN ENVIRONMENTAL ASSESSMENT" DATED OCT. 15, 2012, PREPARED BY JACOBS ENGINEERING.
2. WETLANDS 1 AND 2 ARE HIGH PRIORITY WETLANDS AND SHOULD BE ACCOMMODATED BY SITE PLAN IF FEASIBLE.
3. CRITICAL ENVIRONMENTAL FEATURES ARE INDICATED BY INCLUSION OF SETBACK.
4. MITIGATION OF CRITICAL ENVIRONMENTAL FEATURES IS ALLOWED PER REQUIREMENTS OF THE PUD.

EXHIBIT M WETLAND TRANSFER EXHIBIT PILOT KNOB PLANNED UNIT DEVELOPMENT

EXHIBIT N

**WETLANDS TRANSFERRING AND RECEIVING
RESTRICTIVE COVENANT NO. _____**

GRANTOR: CARMA EASTON LLC, a Texas limited liability company

GRANTOR'S ADDRESS: 9737 Great Hills Trail, Suite 260, Austin, Texas 78759

CONSIDERATION: Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Grantor, the receipt and sufficiency of which is acknowledged:

PROPERTY: That certain real property in Travis County, Texas described in Exhibit A to each Strategic Partnership Agreement between the City of Austin and each of Pilot Knob Municipal Utility Districts Nos. 1, 2, 3, 4 and 5, attached as Exhibit 1 to those certain Ordinances Nos. 20120524-035, 20120524-036, 20120524-037, 20120524-038 and 20120524-039 and filed of record as Documents Nos. 201200037, 201200038, 201200039, 201200040 and 201200041, respectively, in the Official Public Records of Travis County, Texas, to which instruments and their respective record references are now here made for all pertinent purposes

TRANSFERRING TRACT: That certain real property in Travis County, Texas described on Exhibit A attached hereto and incorporated herein by reference.

RECEIVING TRACT: That certain real property in Travis County, Texas described on Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, Grantor is the owner of the Transferring Tract and the Receiving Tract; and

WHEREAS, the above-described Transferring Tract is located within one or more of Pilot Knob Municipal Utility District No. 1, Pilot Knob Municipal Utility District No. 2, Pilot Knob Municipal Utility District No. 3, Pilot Knob Municipal Utility District No. 4 and Pilot Knob Municipal Utility District No. 5, each a political subdivision of the State of Texas created and operating under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (each a "MUD" and, collectively, the "MUDs"); and

WHEREAS, the above-described Receiving Tract is located within one or more of the MUDs; and

WHEREAS, the City of Austin and the Grantor entered into a Consent Agreement with each of the MUDs, each such Consent Agreement being effective as of April 13, 2012, and Austin City Council approved the Consent Agreements in Ordinance Nos. 20120322-031, 20120322-032, 20120322-033, 20120322-034 and 20120322-035 (collectively, the “**Consent Agreement**”); and

WHEREAS, Grantor intends to transfer some of the wetlands (as defined in Section 25-8-1 of the City of Austin’s Land Development Code (the “**LDC**”)) located within the Property from the Transferring Tract to the Receiving Tract in accordance with all applicable provisions of the LDC;

NOW, THEREFORE, it is declared that the Owner of the Transferring Tract and the Owner of the Receiving Tract, for consideration, shall hold, sell, and convey the Transferring Tract and Receiving Tract subject to the following covenants and restrictions by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Transferring Tract and Receiving Tract, its heirs, successors, and assigns.

1. The entire Receiving Tract is deemed to be wetland subject to the protections, restrictions or limitations set forth in Section 25-8-282 and other applicable provisions of the LDC. Except as allowed under applicable law, no use will be made of the Receiving Tract, or on the Receiving Tract, that is inconsistent with the uses permitted in the LDC for real property located in wetlands.
2. As the Receiving Tract is wetland mitigation property for the Transferring Tract, none of the Transferring Tract will be subject to any of the protections, restrictions or limitations set forth in Section 25-8-282 and other applicable provisions of the LDC relating to real property located in wetlands.
3. Taking into consideration the property being designated as Transferring Tract(s) and Receiving Tract(s) in this restrictive covenant, as the number of acres of the Receiving Tract exceeds the number of acres of the Transferring Tract, as reflected in Exhibit C attached hereto and incorporated herein by reference, _____ acres remain available for future transfer to other land within the Property so that such land will also be deemed to be a Transferring Tract (without the necessity of an additional Receiving Tract) upon the filing of a future restrictive covenant with respect to such land.[Further, Exhibit D attached hereto and incorporated herein by reference reflects the cumulative Transferring Tracts and Receiving Tracts within the Property since, and including those reflected in, the recording of that certain Wetlands Transferring and Receiving Restrictive Covenant No. 1 as Document No. _____ in the Official Public Records of Travis County, Texas.]¹
4. The Grantor shall place on the preliminary, final and construction plans (i) a note noting this recorded Restrictive Covenant document number, (ii) if any portion of the Transferring Tract is within the boundary of the current plat application, a note and detailed drawing of such portion of the Transferring Tract, and (iii) if the Receiving Tract is within the boundary of the current plat application, a note and detailed drawing of the portion of the Receiving Tract located thereon.

¹ This sentence and Exhibit D would be included in the second and all subsequent Wetlands Restrictive Covenants.

5. The Transferring Tract and Receiving Tract shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions, which shall run with the Transferring Tract and Receiving Tract and shall be binding on all parties having any right, title or interest in or to the Transferring Tract or Receiving Tract or any portion thereof, their heirs, legal representatives, successors, and assigns.
6. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
7. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
8. If, at any time, the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
9. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of Travis County, Texas, executed, acknowledged and approved by (a) the Director of the Planning and Development Review Department of the City of Austin or successor department; (b) if such modification, amendment or termination relates to the Transferring Tract, all of the Owners of the Transferring Tract at the time of the modification, amendment, or termination and any mortgagees then holding a security interest on any portion of the Transferring Tract; and (c) if such modification, amendment or termination relates to the Receiving Tract, all of the Owners of the Receiving Tract at the time of the modification, amendment, or termination and any mortgagees then holding a security interest on any portion of the Receiving Tract. Such action only becomes effective after it is reduced to writing, signed by all required Parties and their respective mortgagees, if any, and the Director of the Planning and Development Review Department of the City of Austin or its successor department and filed in the Real Property Records of Travis County, Texas.

All citations to the Land Development Code shall refer to the Austin City Code, as amended from time to time, unless otherwise specified. When the context requires, singular nouns and pronouns include the plural.

[signatures follow on the next page]

EXECUTED on the date set forth in the acknowledgment below to be effective this ____ day of _____, 20__.

GRANTOR:

CARMA EASTON LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me _____, Notary Public, on this day personally appeared _____ of Carma Easton LLC, a Texas limited liability company, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 20__.

Notary Public, State of Texas

ACCEPTED: PLANNING AND
DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Assistant City Attorney

COUNTY OF TRAVIS §

2024247.1

“Further Affiant sayeth not.”

CARMA EASTON LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, _____ of Carma Easton LLC, a Texas
limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Austin

Department of Planning and Development Review Department

P.O. Box 1088

Austin, Texas 78767

Project Name: _____

Attn: _____ [Project Manager]

CIP No. _____ [if applicable]

EXHIBIT A

Transferring Tract

[see attached property description(s)]

EXHIBIT B

Receiving Tract

[see attached property description(s)]

EXHIBIT C

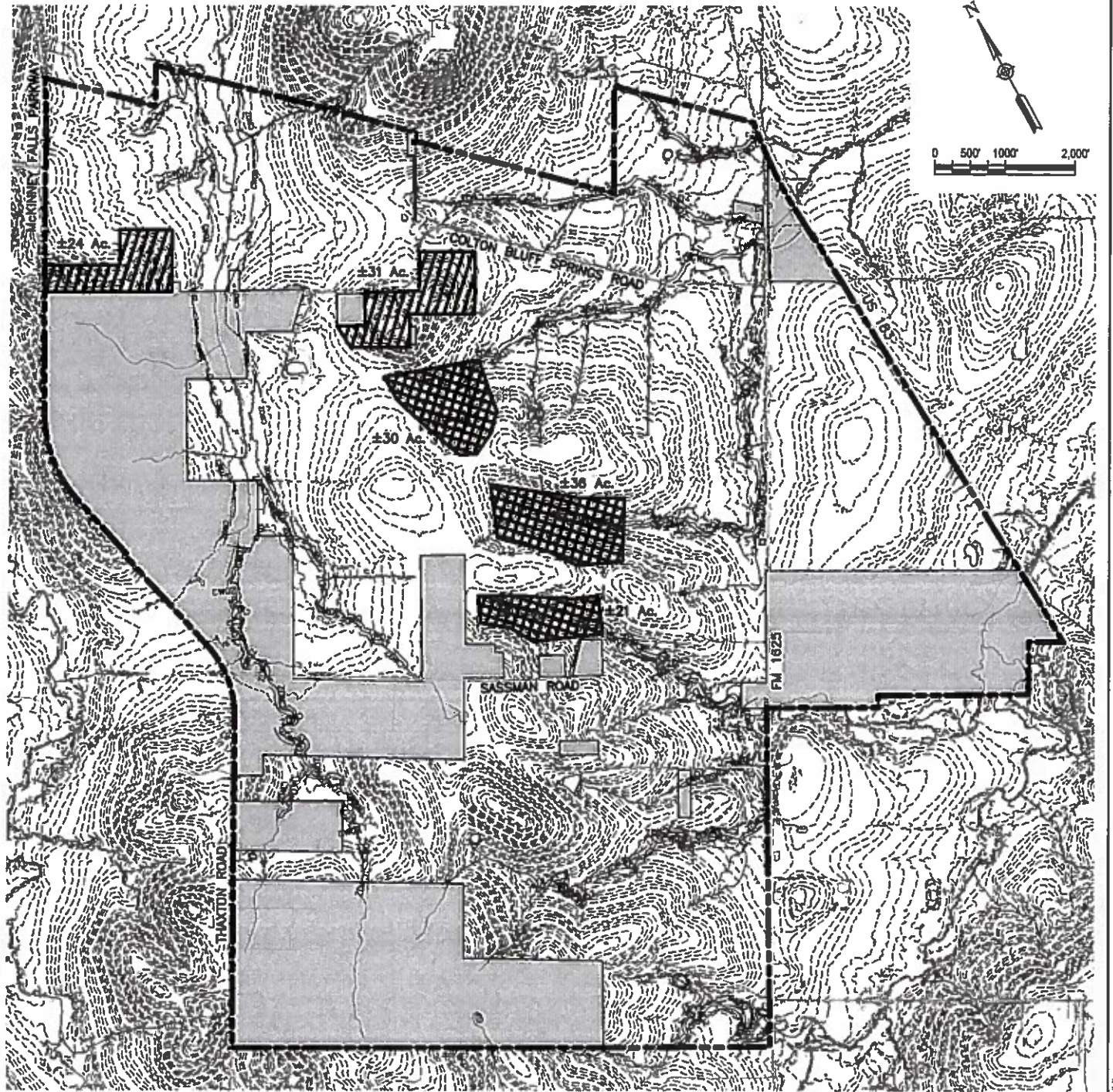
Current Wetlands Transfers

[see attached]

[EXHIBIT D

Cumulative Wetlands Transfers

[see attached]]¹



LEGEND

- AREA NOT INCLUDED IN PUD
- CWOZ
- CWOZ
- OVERALL PLANNING BOUNDARY
- 100 YR FLOODPLAIN
- TRIBUTARIES
- CUT UP TO 15' MAY BE ADMINISTRATIVELY REVIEWED AND APPROVED AT TIME OF DEVELOPMENT PERMIT.
- FILL UP TO 15' MAY BE ADMINISTRATIVELY REVIEWED AND APPROVED AT TIME OF DEVELOPMENT PERMIT.

EXHIBIT O CUT / FILL EXHIBIT PILOT KNOB PLANNED UNIT DEVELOPMENT

C814-2012-0152

REC'D 8-11-2015

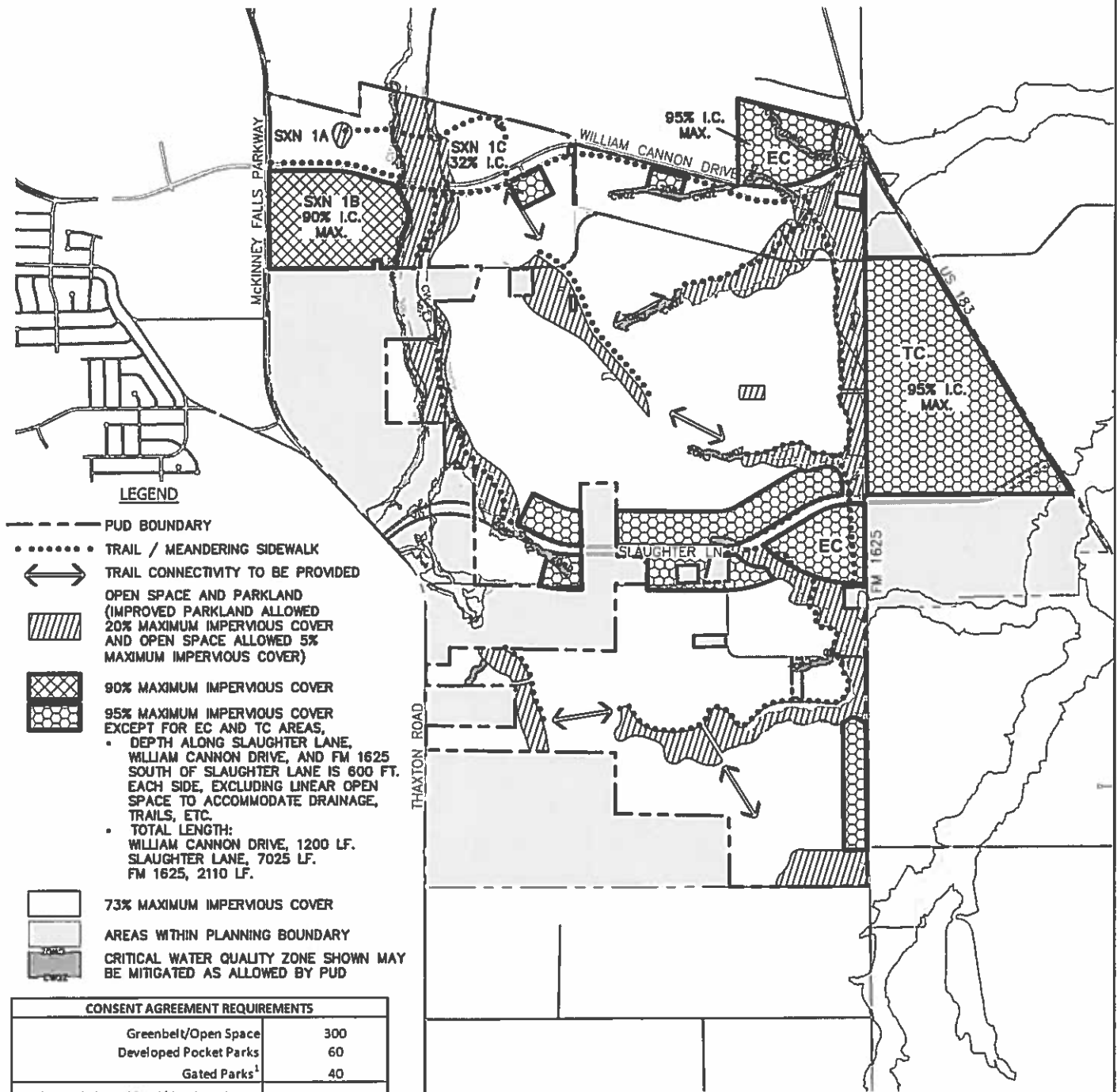


EXHIBIT P : IMPERVIOUS COVER MAP
 PILOT KNOB PUD
 AUSTIN, TRAVIS COUNTY, TEXAS

REC'D 8-12-2015

1. CENTERS DEVELOPMENT - IMPERVIOUS COVER			
Location	Area, ac.	IC, %	IC, ac.
MUD 1 North	58	95%	55.10
MUD 1 South	213	95%	202.35
EC	43	95%	40.85
Centers Subtotal	314		298.3

2. CORRIDORS DEVELOPMENT - IMPERVIOUS COVER					
Roadway	Roadway length, lf	Depth, ft	Area, acres	IC, %	IC, ac.
William Cannon Drive	600	600	8.26	95%	7.85
	600	600	8.26	95%	7.85
Slaughter Lane	4060	600	55.92	95%	53.13
	1250	600	17.22	95%	16.36
	550	600	7.58	95%	7.20
	110	600	1.52	95%	1.44
	1020	600	14.05	95%	13.35
	36	600	0.50	95%	0.47
FM1625	2110	600	29.06	95%	27.61
Corridors Subtotal	10336		142.37		135.25

3. MISC. DEVELOPMENT AREAS - IMPERVIOUS COVER			
Location	Area, ac	IC, %	IC, ac.
Open Space	300	5%	15
Parkland	100	20%	20
Section 1A	54.91	34%	18.80
Section 1C	44.45	32%	14.22
Section 1B	83	90%	74.70
All Other Areas	1177.91	73%	864.59
Misc . Subtotal	1760.27		1007.31

4. SUMMARY CALCULATION OF IMPERVIOUS COVER		
Development Type	Area, ac.	IC, ac.
Centers	314.00	298.30
Corridors	142.37	135.25
Misc	1760.27	1007.31
Total	2216.64	1440.86
Area in PUD, ac.		2216.60
65% Average IC in PUD		1440.79

EXHIBIT P-1
 IMPERVIOUS COVER TABLE
 REC'D 8-12-2015

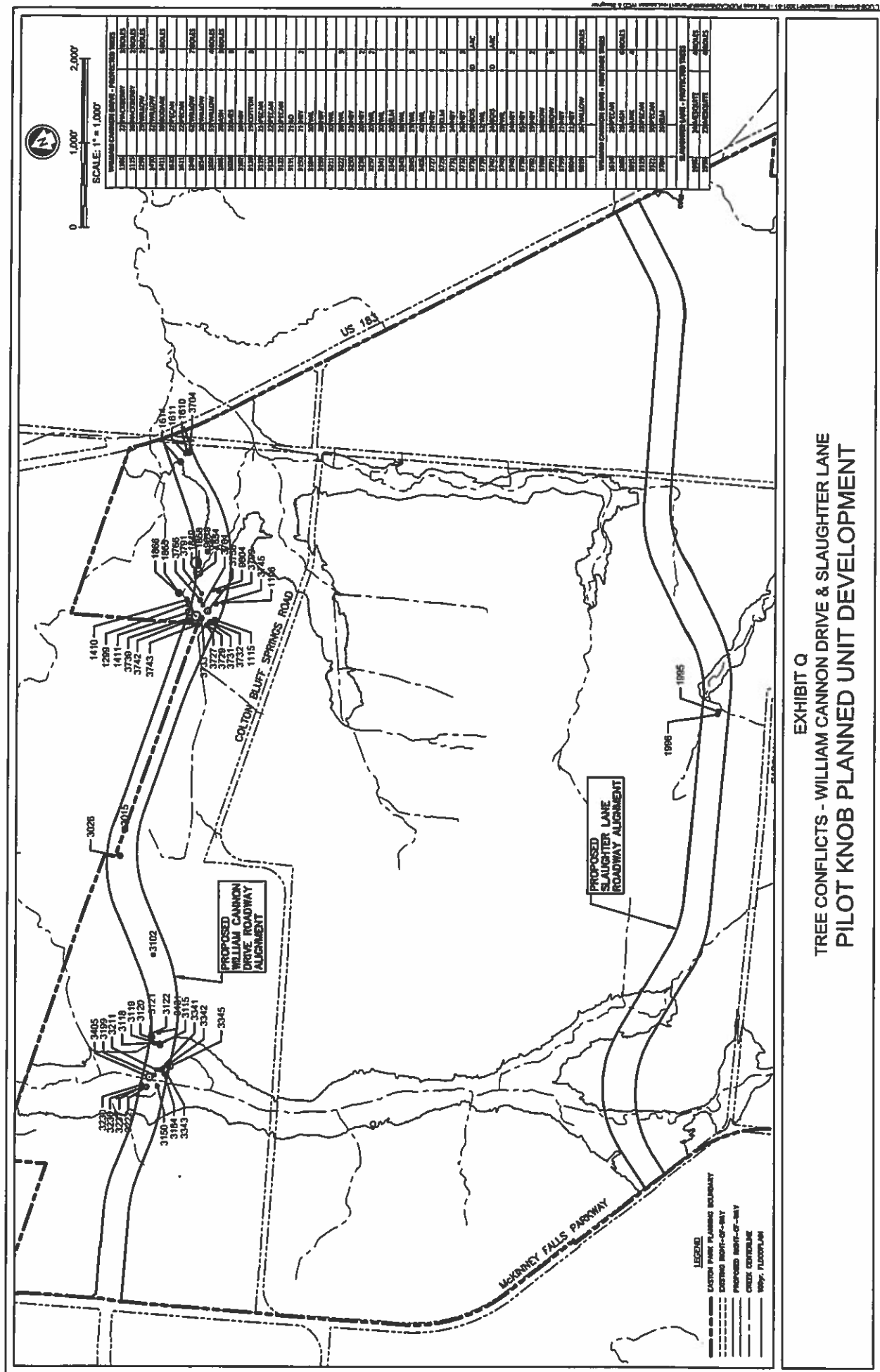
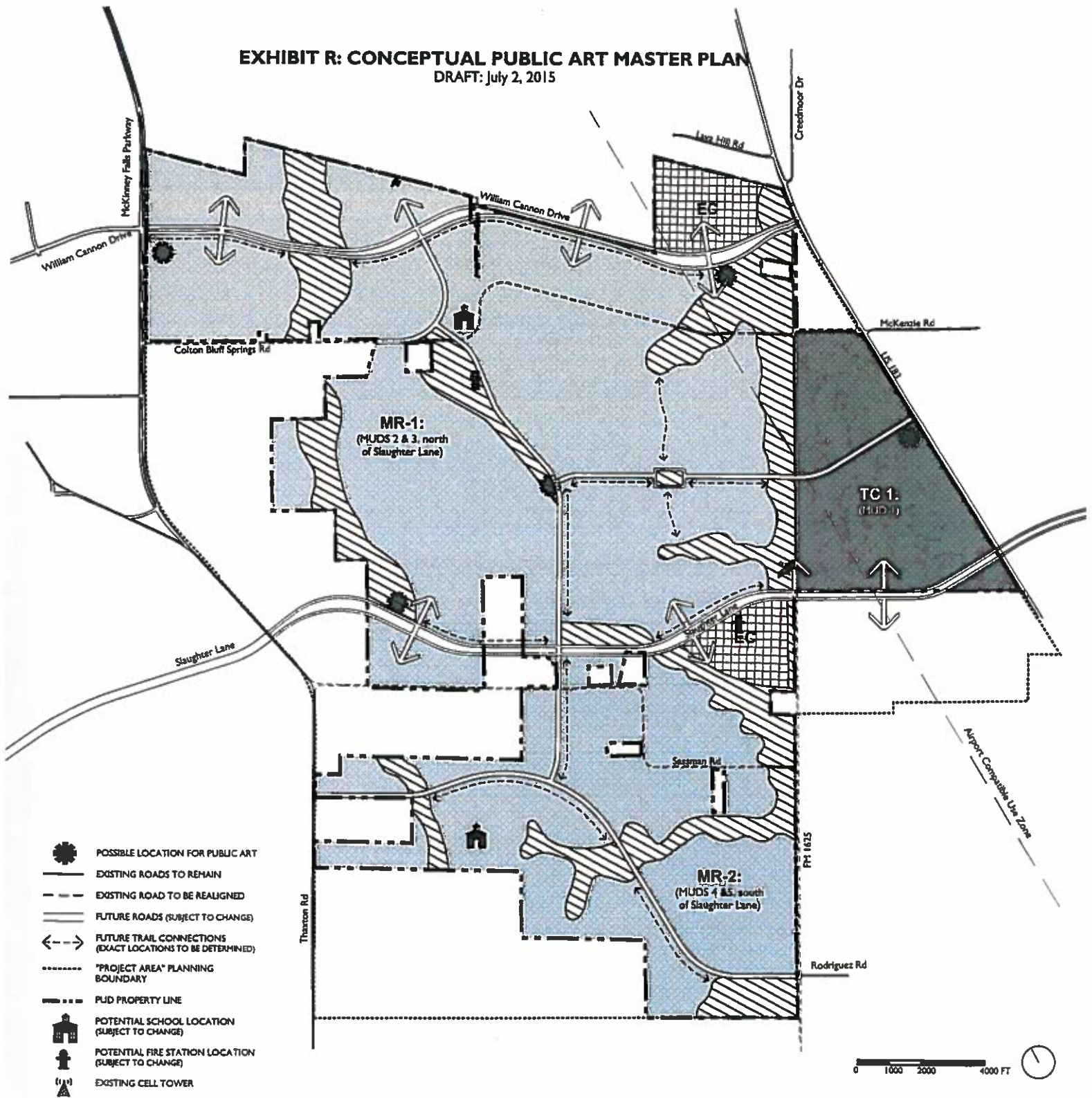


EXHIBIT Q
 TREE CONFLICTS - WILLIAM CANNON DRIVE & SLAUGHTER LANE
 PILOT KNOB PLANNED UNIT DEVELOPMENT

REC'D 8-11-2015

EXHIBIT R: CONCEPTUAL PUBLIC ART MASTER PLAN

DRAFT: July 2, 2015



- POSSIBLE LOCATION FOR PUBLIC ART
- EXISTING ROADS TO REMAIN
- EXISTING ROAD TO BE REALIGNED
- FUTURE ROADS (SUBJECT TO CHANGE)
- FUTURE TRAIL CONNECTIONS (EXACT LOCATIONS TO BE DETERMINED)
- "PROJECT AREA" PLANNING BOUNDARY
- PLD PROPERTY LINE
- POTENTIAL SCHOOL LOCATION (SUBJECT TO CHANGE)
- POTENTIAL FIRE STATION LOCATION (SUBJECT TO CHANGE)
- EXISTING CELL TOWER

PROPOSED LAND USE AREAS	
	MR - MIXED RESIDENTIAL
	EC - EMPLOYMENT CENTER
	TC - TOWN CENTER
	OS - OPEN SPACE

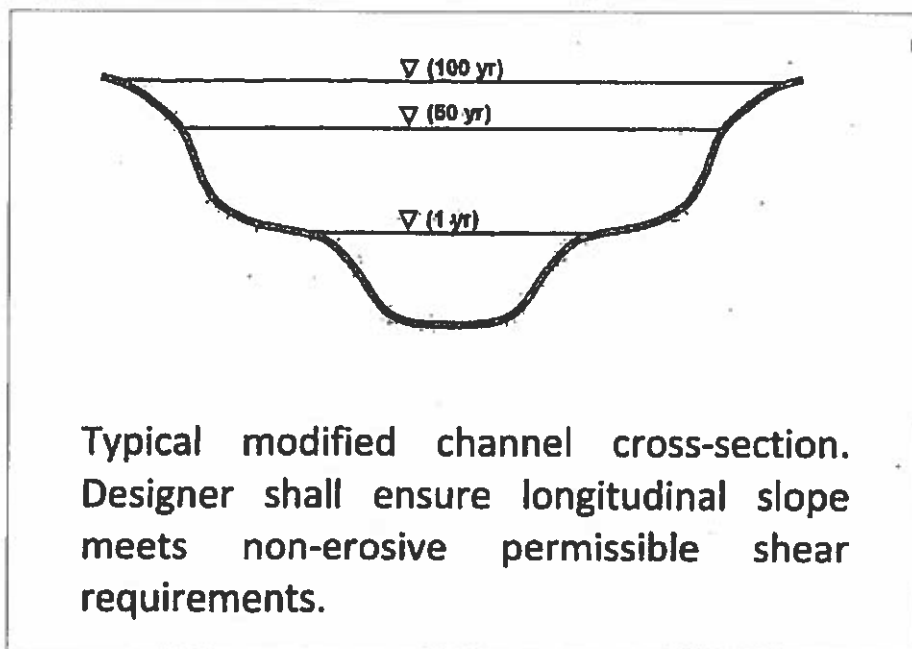
GUIDING PRINCIPLES

- Public artworks and/or artfully-crafted architectural elements (gates, bridges, walls, etc.) will be constructed by the Master Developer in order to enhance the community's public open spaces, parks, and entryways.
- These will be located strategically to optimize public visibility and accessibility, and will include information about the art and the artist, at minimum.
- These works will also be located so as to become distinctive, high-quality public places that will enhance the value and the identity of the community.

REC'D 8-11-2015

Exhibit S
PUD Notes

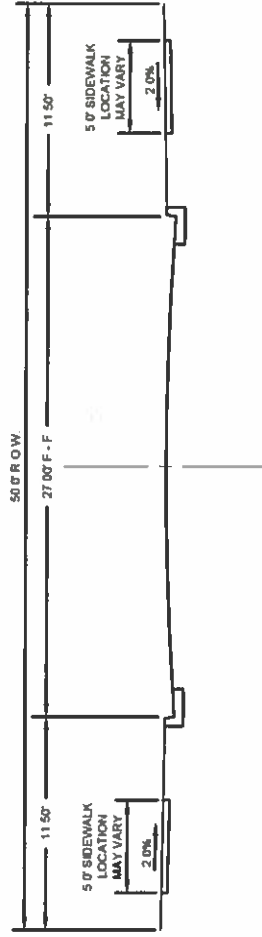
1. For any site within the Project Area, soil may be temporarily stockpiled through the use of a D-site plan reviewed and approved administratively with the following conditions:
 - (a) The site plan final grade shown is the existing grade prior to the site plan,
 - (b) Protection for erosion and sedimentation shall be provided, as outlined in the code,
 - (c) There are no limits on soil stockpile height, if it is for construction use, and
 - (d) These temporary spoils areas may be designated PUD wide with the D-site plan, even if the property is not contiguous.
2. A portion of the PUD area lays within the Controlled Compatible Land Use Area (CCLUA) associated with the Austin Bergstrom International Airport. Approval of the Land Use Plan with this PUD does not grant approval by the Federal Aviation Administration (FAA) or Department of Aviation (DoA), and development applications filed for areas within the CCLUA are subject to their review prior to approval by the City and/or County.
3. As stated within the Consent Agreement, in Exhibit F, item 2, in all phases of development, the Developer agrees to design modified channels based on geomorphic stability for full build-out hydrology. Such design requires a series of nested channels (e.g. below figure from Consent Agreement) that includes a bankfull (1 yr. return interval) channel within the floodplain (100 yr) channel with distinct connections to an inset floodplain terrace.



The top width to depth ratio of the bankfull channel shall be designed per accepted geomorphic principles (e.g., Osterkamp et al. 1983 or Osborn and Stypula 1987). The channel longitudinal profile (slope) shall be designed and demonstrated by calculation to be non-erosive via permissible shear or velocity calculations that consider the particle size of the native soil comprising the channel. If topographic and/or development constraints make the design of a non-erosive natural channel infeasible, the use of armoring (such as with geotextiles) will be allowed.

4. As stated within the Consent Agreement in Exhibit F, item 3, in all phases of development the Developer agrees to provide water quality controls superior to those otherwise required by providing innovative controls listed in ECM Section 1.6.7 or others as approved by the Watershed Protection Department.
5. At the time an application for approval of a site plan or single family is submitted for development of any portion of the PUD, an Integrated Pest Management and Public Education plan shall be submitted to the Watershed Protection Department for review and approval. The plan shall comply with the guidelines in Section 1.6.9.2 (D) and (F) of the Environmental Criteria Manual.
6. Residential blocks shall not exceed 1200 feet in length unless such blocks are parallel to and adjacent to an arterial street, in which case they may not exceed 1500 feet in length. Commercial and industrial block lengths may not exceed 2000 feet in length.
7. A residential block that is more than 900 feet in length must be transected by a sidewalk that is located not less than 300 feet from each block end. The sidewalk must be not less than six feet wide, comply with City standards, and be located within an easement or ROW, that is not less than 15 feet wide.
8. The Pilot Knob PUD shall integrate neighborhood collector and larger roadways to provide full (vehicular, bicycle, and pedestrian) connectivity with adjacent properties for future developments to align and connect with existing or proposed streets on adjoining properties unless the Land Use Commission determines that the Comprehensive Plan, topography, requirements of traffic circulation, or other considerations make it desirable to depart from the alignment or connection. Any full connections (as defined above) that would require crossings over intermediate and major waterways are not required, and do not need to go to the Land Use Commission for that determination; bicycle and pedestrian connections may be substituted. This does not apply to William Cannon Drive and Slaughter Lane.
9. The Pilot Knob project shall comply with the Complete Streets typical sections included in Exhibit T or alternative sections as approved by the City of Austin Transportation Department and Travis County for development prior to annexation by the City. All development following annexation shall comply with the street cross section requirements of the City of Austin.

10. Single-outlet streets may not exceed 700 feet unless a second outlet is topographically not feasible.
11. Single-outlet streets that exceed 700 feet shall incorporate a secondary outlet for bicycles and pedestrians unless such a connection is topographically not feasible.



50' R.O.W. - LOCAL
SCALE: 1" = 10'

NOTES:

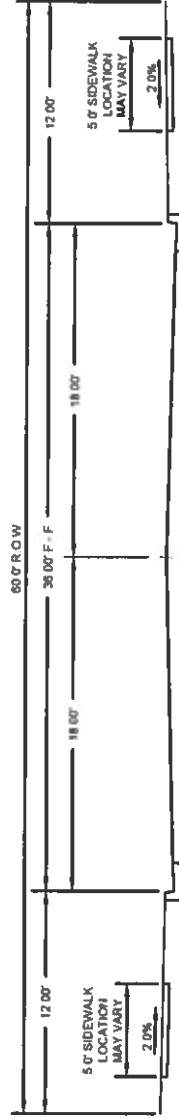
1. INTERSECTIONS OF LOCAL STREETS TO INCLUDE 20' CURB RADIUS MINIMUM.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.



7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78748
512-831-7700, TX FRM NO 12207

STREET SECTION T-1 PILOT KNOB PLANNED UNIT DEVELOPMENT

Brookfield Residential



60' R.O.W. - RESIDENTIAL / NEIGHBORHOOD COLLECTOR

SCALE: 1" = 10'

NOTES:

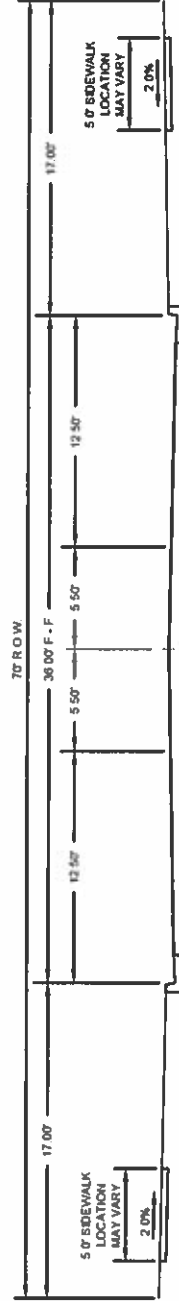
1. SECTION ALLOWS FOR DRIVEWAY CONNECTIONS AND ON-STREET PARKING OR 7' BIKE LANE (5' BIKE LANE TO FACE-OF-CURB WITH 2' STRIPED BUFFER).
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.



7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512-431-7700, TX FRM NO 12207

Brookfield Residential

STREET SECTION T-2 PILOT KNOB PLANNED UNIT DEVELOPMENT



70' R.O.W. - NEIGHBORHOOD COLLECTOR
SCALE 1" = 10'

NOTES

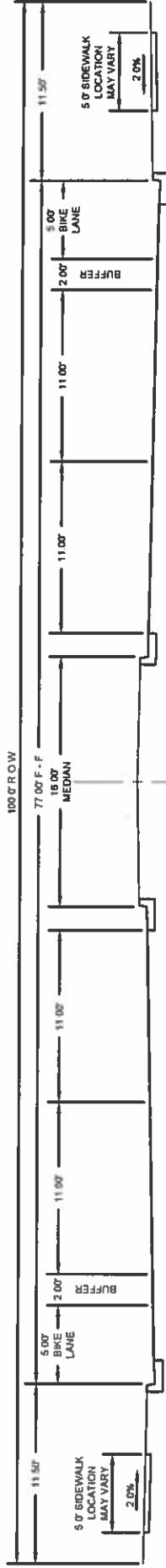
1. SECTION ALLOWS FOR ON-STREET PARKING, BUT DOES NOT ALLOW FOR DRIVEWAY CONNECTIONS.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT
3. PAVEMENT FACE-TO-FACE WIDTH MAY BE INCREASED TO INCLUDE ON-STREET PARKING OR BIKE LANE (5' BIKE LANE TO FACE-OF-CURB WITH 2' STRIPED BUFFER) WHERE APPROPRIATE.
4. 10' SHARED USE PATH MAY BE USED IN LIEU OF 5' SIDEWALK.



7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78748
512-831-7100, TX FRM NO 12207

Brookfield
Residential

STREET SECTION T-3
PILOT KNOB
PLANNED UNIT DEVELOPMENT



100' R.O.W. - 4-LANE PRIMARY COLLECTOR (OPTION 1)

SCALE: 1" = 10'

NOTES

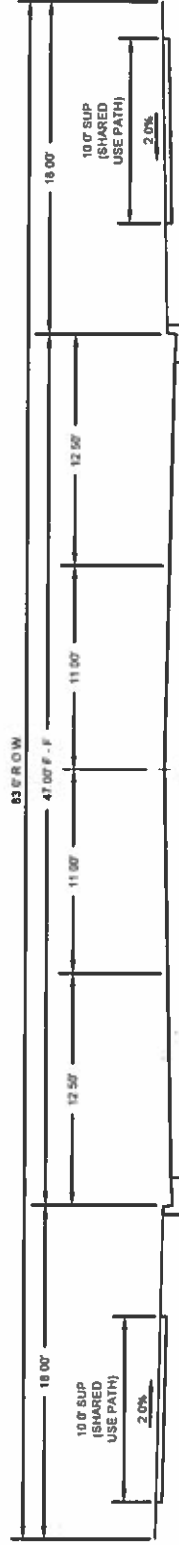
1. PAVEMENT FACE-TO-FACE WIDTH MAY BE INCREASED TO INCLUDE ON-STREET PARKING OR BIKE LANE WHERE APPROPRIATE (5' BIKE LANE TO FACE-OF-CURB WITH 2' STRIPED BUFFER). RIGHT-OF-WAY MAY NEED TO BE INCREASED TO ACCOMMODATE CHANGE IN SECTION.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.



7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78748
512-431-7700, TX FRM NO 12207

Brookfield Residential

STREET SECTION T-4 PILOT KNOB PLANNED UNIT DEVELOPMENT



83' R.O.W. - 4-LANE PRIMARY COLLECTOR (OPTION 2)

SCALE: 1" = 10'

NOTES

1. PAVEMENT FACE-TO-FACE WIDTH MAY BE INCREASED TO INCLUDE ON-STREET PARKING OR BIKE LANE (5' BIKE LANE TO FACE-OF-CURB WITH 2' STRIPED BUFFER) WHERE APPROPRIATE. IF BIKE LANE ADDED TO FACE-TO-FACE DIMENSION, A 5' SIDEWALK MAY BE USED IN LIEU OF THE SUP ON SIDE WHERE BIKE LANE IS ADDED. RIGHT-OF-WAY MAY NEED TO BE ADJUSTED TO ACCOMMODATE CHANGE IN SECTION.
2. THESE SECTIONS DO NOT APPLY TO WILLIAM CANNON DRIVE OR SLAUGHTER LANE. THOSE TWO ROADWAYS WILL BE DETERMINED BY SEPARATE AGREEMENT AS PER THE PILOT KNOB MUD CREATION DOCUMENT.



7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
512.431.7700, TX FRM NO 12207

STREET SECTION T-5

PILOT KNOB

PLANNED UNIT DEVELOPMENT

Brookfield

Residential



ENVIRONMENTAL BOARD MOTION 20150819 008c

Date: August 19, 2015

Subject: Pilot Knob Planned Unit Development C814-2012-0152

Motion By: Hank Smith

Second By: Mary Ann Neely

RATIONALE:

Whereas, the proposed PUD is environmentally superior to development that could otherwise be built under regulations.

Therefore, the Environmental Commission recommends approval of the request for creation of the Pilot Knob PUD.

VOTE 1-10-0-0-0

Recuse: Grayum

For: Perales, Thompson, Gooch, Neely, Moya, Maceo, Maxwell, B. Smith, Creel, H. Smith,

Against: None

Abstain: None

Absent: None

Approved By:

Mary Gay Maxwell, Environmental Board Chair



ITEM FOR ENVIRONMENTAL COMMISSION AGENDA

MEETING DATE REQUESTED: August 19, 2015

NAME & NUMBER OF PROJECT: Pilot Knob Planned Unit Development
C814-2012-0152

OWNER: Carma Easton, Inc. (Logan Kimble)

AGENT: Armbrust & Brown, L.L.P. (Lynn Ann Carley)

LOCATION: East William Cannon Drive

PROJECT FILING DATE: December 5, 2012

DSD/ENVIRONMENTAL STAFF: Jim Dymkowski, 974-2707
james.dymkowski@austintexas.gov

PZD/CASE MANAGER: Wendy Rhoades, 974-7719
wendy.rhoades@austintexas.gov

WATERSHED: Cottonmouth Creek, North Fork Dry Creek, and South Fork Dry Creek Watersheds (Suburban)
Desired Development Zone

ORDINANCE: Watershed Protection Ordinance (current Code)

REQUEST: Review and consider for recommendation the environmental aspects of the proposed Planned Unit Development (PUD), including code modifications and environmental superiority.

STAFF RECOMMENDATIONS: Recommend for approval.

REASONS FOR RECOMMENDATION: The proposed PUD is environmentally superior to development that could otherwise be built under current applicable regulations.

ATTACHMENT A

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360
FACSIMILE 512-435-2399

LYNN ANN CARLEY, P.E.
(512) 435-2378
lcarley@abaustin.com

August 12, 2015

Jim Dymkowski
City of Austin
Planning and Development Review Department
505 Barton Springs Road, 4th Floor
Austin, Texas 78701

RE: Pilot Knob PUD – Environmental Variances (C814-2012-0152)

Dear Mr. Dymkowski:

The Pilot Knob PUD is an approximately 2216.64 acre project located near McKinney Falls Parkway, William Cannon Drive, and Hwy 183, as shown in the attached aerial exhibit. In 2012, five municipal utility districts (MUDs) were approved for the project to bring water and wastewater services to the project and this part of the City. As part of the consent for those MUDs, it was agreed that a Planning Unit Development (PUD) would be processed. In order to obtain City Council approval of the MUDs, superiority for the project was provided through the requirements in the MUD consent agreement.

Due to the size and complexity of this 2216.64 acre project, some environmental code variances have been requested. A brief summary of the project, environmental superiority elements, and code variances requested is attached. The code modifications are described in detail in the attached code variance table. In addition, attached is a PUD superiority table that outlines how the PUD is superior to what standard code would allow. Please feel free to contact me with any questions or comments.

Sincerely,



Lynn Ann Carley, P.E.
Senior Land Development Consultant

cc: Logan Kimble
Peggy Carrasquillo
Richard T. Suttle, Jr.

PILOT KNOB PUD SUMMARY, ENVIRONMENTAL SUPERIORITY, AND VARIANCES

Below is a bullet point list of the project, including the environmental superiority elements and requested code variances.

PROJECT SUMMARY

1. In 2012, five Pilot Knob MUDs were approved (the "Project").
2. The Pilot Knob PUD includes 2216.64 acres and is located in southeast Austin in the vicinity of William Cannon Drive, McKinney Falls Parkway and Hwy 183.
3. As part of the MUD consent agreement, the Pilot Knob Project agreed to implement various City recommendations, prior to their codification within the City's code. These included the preservation of creek buffers for waterways with a drainage area of 64 to 320 acres, the incorporation of green water quality controls, and a tree care plan, prepared by a certified arborist to be provided for construction-related impacts within the critical root zone of all trees which are required to be preserved.

Although these items are no longer considered environmentally superior, since they have since been incorporated into the City's code, they were considered environmentally superior in 2012 when they were agreed to. In addition, this set a positive precedent for this language being incorporated into the City's code and it paved the way for inclusion in other projects City wide. These superiority elements are described in more detail in items #1, 2, and 3 below.

ENVIRONMENTAL SUPERIORITY

1. The Pilot Knob PUD is restoring riparian vegetation for all intermediate and major waterways in the CWQZ.
2. Pilot Knob PUD will provide approximately double the amount of required parkland. Parkland requirements will be based on ten acres per 1,000 residents, instead of current Code, which is based on a requirement of five acres per 1,000 residents. In addition, a minimum of 100 acres of parkland will be provided, even if the residential density does not require that amount.
3. The amount of total open space required is 226.75 acres, based on the assumed land uses. The project will provide 300 acres of open space, as described in the MUD consent agreement. Of the 400 acres of parkland plus open space, 185.4 acres are in the floodplain, 20 acres are CEF buffers, and there are zero acres that are additional CWQZ outside of the floodplain.
4. All waterways with a 64 acre drainage area will be either protected or mitigated per the MUD Consent Agreement. This equates to approximately 39,555 linear feet of buffered headwaters. In some instances, the Project will provide a minimum 50 foot setback for unclassified waterways with a drainage area of 32 acres.

5. The Project will use green water quality controls for permanent water quality facilities, as described in Environmental Criteria Manual (ECM) Section 1.6.7, to treat 100% of the water quality volume required by code. Per ECM Section 1.6.7, green water quality controls may include, but not be limited to biofiltration ponds, rain gardens, and other non-required vegetation.
6. A tree care plan, prepared by a certified arborist, shall be provided for construction-related impacts within the critical root zone of all trees which are required to be preserved.
7. Upon reclaimed water being brought to undeveloped areas of the Project, reclaimed water shall be used for irrigation in open space areas where such use is economically feasible, subject to any applicable water use restrictions imposed by the City. However, no reclaimed water will be used in the floodplain or CWQZ.
8. An integrated pest management plan will be developed for commercial, residential, and open space areas, and residential property owners will be educated regarding integrated pest management and "Grow Green Earth-Wise" requirements. Copies of the IPM plan will be provided to single family homeowners and all other commercial property owners.

ENVIRONMENTAL VARIANCES

1. Cut/fill – The Director of Watershed Protection may administratively grant a variance for up to 15 feet, instead of up to eight feet. These potential locations are shown on Exhibit O. However, the application must meet the administrative findings.
2. Critical Water Quality Zone (CWQZ) – A minor waterway is defined as having a contributing drainage area of 64 to 320 acres and the CWQZ is established 50 feet on either side of its centerline.
3. Hard Surfaced Trails in the CWQZ – Hard surfaced trails in the CWQZ are allowed to run parallel to the creek closer than otherwise allowed, if they are to provide below-grade crossings under major arterial roadways, as long as the length of trail within the otherwise restricted area is limited to that necessary based on functionality, accessibility standards, or making a transition between within and outside the restricted zone and is placed outside the erosion hazard zone.
4. Floodplain Modifications – In order to adhere to PUD requirements for ecological restoration and/or enhancement of creek corridors, floodplain modifications are allowed. The ecological restoration or enhancement of creek corridors that result in floodplain modifications shall be as follows:
 - The condition of all CWQZ for intermediate and major waterways shall be assessed using the Zone 2 functional assessment methodology described in Appendix X of the Environmental Criteria Manual. (Zone 2 is the area from the edge of the active channel to the edge of the CWQZ.)
 - All CWQZs found to be in "Poor (1)" or "Fair (2)" condition shall be restored to "Good (3)" or "Excellent (4)" condition; CWQZs found to be in "Good (3)" or

"Excellent (4)" condition shall not be disturbed except as otherwise allowed by code and this PUD ordinance.

- The applicant shall prepare a Riparian Restoration Plan demonstrating that all parameters of the Appendix X "Scoring: Zone 2 - Critical Water Quality Zone" table shall be raised to "Good (3)" or "Excellent (4)" condition.
- The Zone 2 functional assessment of existing conditions and the Riparian Restoration Plan shall be submitted, reviewed, and approved with each residential subdivision or commercial site plan that includes the CWQZ for intermediate and major waterways.

5. CWQZ Street Crossings – Variances for three CWQZ street crossings are requested, to provide for connectivity for the 2216.64 acre Project. These locations provide the least impact possible.
6. Impervious Cover – The overall impervious cover for the entire Project is 65 percent, which is consistent with what current code allows. However, impervious cover is clustered in a corridors and centers plan, with maximum impervious cover being placed along William Cannon and Slaughter Lane, and in the Town Center and Employment Center districts to correlate to the Imagine Austin plan. See attached table for a comparison of the allowable impervious cover between the Comprehensive Watershed Ordinance, current code, and the PUD proposal.
7. Heritage Trees – Heritage trees may be removed with administrative approval if it pertains to the construction of either William Cannon Drive or Slaughter Lane. Because the end points of these arterials are already defined, the alignment of these roadways is constrained. Areas of potential impact are shown in Exhibit Q: Potential Protected and Heritage Tree Impact Areas.

CODE VARIANCE TABLE
PILOT KNOB PLANNED UNIT DEVELOPMENT

CODE REFERENCE	CURRENT CODE LANGUAGE	PROPOSED PUD LANGUAGE / CODE MODIFICATION
25-8-42 and 30-5-42 ADMINISTRATIVE VARIANCES	(B)(7) The director of the Watershed Protection Department may grant a variance from a requirement of Section 25-8-341 (<i>Cut Requirements</i>) or Section 25-8-342 (<i>Fill Requirements</i>), for a cut or fill of not more than eight feet in the desired development zone.	Sections 25-8-42(B)(7) and 30-5-42(B)(7) are modified to allow the director of the Watershed Protection Department to grant a variance from a requirement of Section 25-8-341 (<i>Cut Requirements</i>) or Section 25-8-342 (<i>Fill Requirements</i>), for a cut or fill of not more than 15 feet in the desired development zone, as shown in the attached Exhibit O: Cut/Fill Exhibit. The application must meet the requirement of findings, as required in Section 25-8-42 and 30-5-42.
25-8-64 and 30-5-64 IMPERVIOUS COVER ASSUMPTIONS	(B)(5) for each lot not more than 10,000 square feet in size, 2,500 square feet of impervious cover is assumed.	Sections 25-8-64(B)(5) and 30-5-64(B)(5) are modified as follows: For lots smaller than 3,300 sf, impervious cover is assumed at 75% for each lot.
25-8-92 and 30-5-92 CRITICAL WATER QUALITY ZONES ESTABLISHED.	(B) In the suburban watersheds, a critical water quality zone is established along each waterway classified under Section 25-8-91 (<i>Waterway Classifications</i>). (1) for a minor waterway, the boundaries of the critical water quality zone are located 100 feet from the centerline of the waterway; (4) The critical water quality zone boundaries may be reduced to not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway if the overall surface area of the critical water quality zone is the same or greater than the surface area that would be provided without the reduction, as prescribed in the Environmental Criteria Manual.	In accordance with the Consent Agreement, Sections 25-8-92(B)(1) and 30-5-92(B)(1) are modified such that for a minor waterway, the boundaries of the critical water quality zone are located 50 feet from the centerline of the waterway. Section 25-8-92(B)(4) and 30-5-92(B)(4) are modified such that for a minor waterway, the minor waterway may be reduced and replaced on a one to one basis using one of the methods listed below: a) Providing a 50 foot setback from the centerline of waterways having a contributing drainage area of less than 64 acres, as long as it is an extension of a CWQZ for a minor waterway, and/or b) Increasing the buffer width established by the 50' centerline setback (total width of 100 feet centered on the waterway) to an average width of 200' for waterways having a contributing drainage area of less than 320 acres. The added buffer width does not need to be centered on the waterway centerline. c) If the mitigation area is an intermediate or major waterway, then it must be restored to "Good" or "Excellent" condition, as specified in the code modification to Section 25-8-261(G) and 30-5-261(G). c) Additional mitigation methodologies may be presented to and reviewed for approval by the Watershed Protection Department, which may include but not be limited to such factors as the preservation of otherwise unprotected riparian zones or other features having superior environmental value. d) Buffer zones shall be tracked utilizing Exhibit J: Buffer Zone Transfer figure and Exhibit K: Setback/Waterway Buffer Zone Transferring and Receiving Restrictive Covenant. Modifications to Exhibit K may be made, if agreed upon by the Director of Watershed Protection and the Applicant, without requiring a PUD amendment.
25-8-231 and 30-5-231 WATER QUALITY CONTROL MAINTENANCE AND INSPECTION.	(G) Until the City accepts a residential pond for maintenance, the record owner(s) of the residential pond and the residential development served shall maintain the residential pond in accordance with the ECM standards. (H) The City shall be responsible for maintenance of a residential pond only after the residential pond has been accepted for maintenance by the city. The city will accept a residential pond upon determining that it meets the requirements of the Environmental Criteria Manual and, if applicable, Section 25-8-234 (<i>Fiscal Security In The Barton Springs Zone</i>).	Sections 25-8-231 and 30-5-231 (<i>Water Quality Control Maintenance and Inspection</i>) are modified to provide that a water quality control facility located in an open space or right-of-way land use area, prior to full purpose annexation of the area, will be financed, operated and maintained by the Property Owner or Developer or District(s). The Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities shown in Exhibit I shall be used for each development application, where applicable. Modifications to this agreement may be made, if agreed upon by the City and the Applicant, without requiring a PUD amendment. Upon full purpose annexation by the City, the City will accept and maintain all detention basins on the Property.
25-8-261(B)(3) and 30-5-261(B)(3) CRITICAL WATER QUALITY ZONE DEVELOPMENT.	In all watersheds, development is prohibited in a critical water quality zone except as provided in this Division. Development allowed in the critical water quality zone under this Division shall be revegetated and restored within the limits of construction as prescribed by the Environmental Criteria Manual.	Sections 25-8-261 and 30-5-261 (Critical Water Quality Zone Development) are modified as follows:

CODE REFERENCE	CURRENT CODE LANGUAGE	PROPOSED PUD LANGUAGE / CODE MODIFICATION
25-8-261(G) and 30-5-261(G) CRITICAL WATER QUALITY ZONE DEVELOPMENT.	<p>(B)(3)(e) A hard surfaced trail that does not cross the critical water quality zone may be located within the critical water quality zone only if: located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway if within a watershed other than an urban watershed and not crossing the Critical Water Quality Zone.</p> <p>(G) Floodplain modifications are prohibited in the critical water quality zone unless: (1) the floodplain modifications proposed are necessary to protect the public health and safety; (2) the floodplain modifications proposed would provide a significant, demonstrable environmental benefit, as determined by a functional assessment of floodplain health as prescribed by the Environmental Criteria Manual, or (3) the floodplain modifications proposed are necessary for development allowed in the critical water quality zone under Section 25-8-261 (Critical Water Quality Zone Development) or 25-8-262 (Critical Water Quality Zone Street Crossings).</p>	<p>(B)(3)(e) is modified to allow a hard surfaced trail to run parallel to the creek closer than otherwise allowed by this section to provide below-grade crossings under major arterial roadways, as long as the length of trail within the otherwise restricted area is limited to that necessary based on functionality, accessibility standards, or making a transition between within and outside the restricted zone and is placed outside the erosion hazard zone. If it is not feasible to place the trail outside of the erosion hazard zone, then the creek bank may be armored to the extent necessary to protect the trail from erosion damage.</p> <p>G)(2) is clarified such that ecological restoration or enhancement of creek corridors as required in the PUD that result in floodplain modifications shall be as follows:</p> <ul style="list-style-type: none"> • The condition of all CWQZ for intermediate and major waterways shall be assessed using the Zone 2 functional assessment methodology described in Appendix X of the Environmental Criteria Manual. (Zone 2 is the area from the edge of the active channel to the edge of the CWQZ.) • All CWQZs found to be in "Poor (1)" or "Fair (2)" condition shall be restored to "Good (3)" or "Excellent (4)" condition; CWQZs found to be in "Good (3)" or "Excellent (4)" condition shall not be disturbed except as otherwise allowed by code and this PUD ordinance. • The applicant shall prepare a Riparian Restoration Plan demonstrating that all parameters of the Appendix X "Scoring: Zone 2 - Critical Water Quality Zone" table shall be raised to "Good (3)" or "Excellent (4)" condition. • The Zone 2 functional assessment of existing conditions and the Riparian Restoration Plan shall be submitted, reviewed, and approved with each residential subdivision or commercial site plan that includes the CWQZ for intermediate and major waterways.
25-8-262 and 30-5-262 CRITICAL WATER QUALITY ZONE STREET CROSSINGS.	<p>(A) In an urban watershed, an arterial, collector, or residential street may cross a critical water quality zone of any waterway.</p> <p>(B) This subsection applies in a watershed other than an urban watershed.</p> <p>(1) A major waterway critical water quality zone may be crossed by an arterial street identified in the Transportation Plan.</p> <p>(2) An intermediate waterway critical water quality zone may be crossed by an arterial or collector street, except:</p> <p>(a) a collector street crossing must be at least 2,500 feet from a collector or arterial street crossing on the same waterway; or</p> <p>(b) in a water supply suburban or water supply rural watershed, or the Barton Springs Zone, a collector street crossing must be at least one mile from a collector or arterial street crossing on the same waterway.</p>	<p>Sections 25-8-262 and 30-5-262 (<i>Critical Water Quality Zone Street Crossings</i>) are modified as follows:</p> <ul style="list-style-type: none"> • The existing crossing of Cottonmouth Creek by Colton Bluff Springs Road may be modified, realigned, shifted or replaced without triggering restrictions under section (B)(1). • With the realignment of FM 1625, section (B)(2)(a) is modified to allow the intermediate waterway portion of North Fork Dry Creek to be crossed by one collector street or larger classification roadway at a minimum spacing of 1,000 feet. • Section (B)(3)(a) and (B)(4) are modified such that roadways, including locals and residentials, may cross a minor critical water quality zone at a minimum spacing of 900 feet. • These locations are shown on Exhibit L: Proposed Waterway Crossings. They may be modified administratively and additional crossings may be approved by the director.
	<p>(3) A minor waterway critical water quality zone may be crossed by an arterial and collector streets, except:</p> <p>(a) a collector street crossing must be at least 1,000 feet from a collector or arterial street crossing on the same waterway; or</p> <p>(b) in a water supply suburban or water supply rural watershed, or the Barton Springs Zone, a collector street crossing must be at least 2,000 feet from a collector or arterial street crossing on the same waterway.</p> <p>(4) A minor waterway critical water quality zone may be crossed by a residential or commercial street if necessary to provide access to property that cannot otherwise be safely accessed.</p> <p>(C) In all watersheds, multi-use trails may cross a critical water quality zone of any waterway.</p> <p>(D) Notwithstanding subsections (A) and (B) and except in the Barton Springs Zone, a street or driveway may cross the critical water quality zone</p>	

CODE REFERENCE	CURRENT CODE LANGUAGE	PROPOSED PUD LANGUAGE / CODE MODIFICATION
	<p>If the street or driveway is located in a center or corridor as identified on the growth concept map of the Imagine Austin Comprehensive Plan, as adopted by Ordinance No. 20120614-058, and if the proposed crossing:</p> <p>(1) is necessary to facilitate the development or redevelopment of a designated corridor or center as recommended in the Imagine Austin Comprehensive Plan, Chapter 4 (Shaping Austin: Building the Complete Community), growth concept map and related definitions; and</p> <p>(2) maintains the quality and quantity of recharge if located in a center or corridor designated as a sensitive environmental area in the Edwards Aquifer recharge zone, Edwards Aquifer contributing zone, or the South Edwards Aquifer recharge zone, as determined by the director of the Watershed Protection Department.</p>	
25-8-282 and 30-5-282 WETLAND PROTECTION	<p>(A) Wetlands must be protected in all watersheds except in the bounded by Interstate 35, Riverside Drive, Barton Springs Road, Lamar Boulevard, and 15th Street.</p> <p>(B) Protection methods for wetlands include:</p> <p>(1) appropriate setbacks that preserve the wetlands or wetland functions;</p> <p>(2) wetland mitigation, including wetland replacement;</p> <p>(3) wetland restoration or enhancement; or</p> <p>(4) use of a wetlands for water quality controls.</p> <p>(C) The director of the Watershed Protection Department may approve:</p> <p>(1) the removal and replacement of a wetland; or</p> <p>(2) the elimination of setbacks from a wetland that is proposed to be used as a water quality control.</p>	<p>Sections 25-8-282 and 30-5-282 (<i>Wetland Protection</i>) are modified to add that wetland provision and mitigation are tracked using Exhibit M: Wetland Transfers and Exhibit N: Wetland Transferring and Receiving Restrictive Covenant, so that mitigation for a removed wetland may occur in a current phase of development in order to provide mitigation for removal in a future phase of development.</p>
25-8-392 and 30-5-392 UPLANDS ZONE.		<p>Sections 25-8-392 and 30-5-392 (<i>Uplands Zone</i>) are modified to allow 65 percent impervious cover ("Total PUD Impervious Cover") based on gross site area of the Property. Based on a gross site area of 2216.64 acres, the PUD is allowed a total impervious cover of 1440.86 acres. The maximum allowable impervious cover for each individual site within the Property is based on Exhibit P: Impervious Cover Map.</p>
25-8-642 ADMINISTRATIVE VARIANCE.		<p>Section 25-8-642 (<i>Administrative Variance</i>) is modified as follows:</p> <ol style="list-style-type: none"> 1. Removal of a heritage tree may be reviewed and granted administratively if required for the construction of either William Cannon Drive or Slaughter Lane. Areas of potential impact are shown in Exhibit Q: Potential Protected and Heritage Tree Impact Areas. 2. Relocation of a heritage tree is not considered removal.



MEMORANDUM

TO: Mary Gay Maxwell, Chair, and Members of the Environmental Commission

FROM: Jim Dymkowski, Environmental Review Specialist Senior
Development Services Department

DATE: August 19, 2015

SUBJECT: Pilot Knob Planned Unit Development – C814-2012-0152

This summary is being provided to the Environmental Commission as a supplement to the overall Planning and Zoning Department recommendations for the Pilot Knob Planned Unit Development (PUD). This memo provides an overview of the property's environmental features, the requested modifications to environmental code requirements, and the elements of the project that provide environmental superiority. Staff recommends approval of the environmental elements of the proposed Planned Unit Development based on our finding that the proposed development is environmentally superior to what could be built without the PUD.

Description of Property

The Pilot Knob PUD consists of multiple tracts totaling 2,217 acres. It is located in southeast Austin in the vicinity of William Cannon Drive, McKinney Falls Parkway, Highway 183, and FM 1625 (see Attachment A – Location Map). The PUD area is comprised of five municipal utility districts (MUDs), which were approved by the City Council in 2012. As part of the MUD Consent Agreements, the developer agreed to annex the property into the City's limited purpose zoning jurisdiction and prepare a PUD for the project.

The Pilot Knob PUD is located in the Cottonmouth Creek, North Fork Dry Creek, and South Fork Dry Creek Watersheds. These watersheds are classified as Suburban and fall within the Desired Development Zone. The PUD is not within the Edwards Aquifer recharge or contributing zones. The property contains numerous unclassified, minor, and intermediate waterways.¹ The waterways include Cottonmouth Creek on the west side of the PUD, flowing south to north; the headwaters of North Fork Dry Creek in the northeast, flowing southwest to northeast; and the headwaters of South Fork Dry Creek in the southeast, flowing west to east (see Attachment B – Environmental Features Map).

¹ Per LDC Section 25-8-91, a minor waterway has a drainage area of 64 to 320 acres, and an intermediate waterway has a drainage area of 320 to 640 acres. Waterways with a drainage area smaller than 64 acres are unclassified.

Existing Topography/Soil Characteristics/Vegetation

The PUD site is currently undeveloped and has historically been used for agriculture. The site primarily consists of cropland used for hay production, native rangeland, and abandoned cropland with wooded corridors along fencerows. The topography is gently rolling, with elevations ranging from 530 to 676 feet above mean sea level. Slopes range between 0 and 15 percent on approximately 99.7 percent of the property (2,211 acres). There are approximately 5.5 acres of slopes between 15 and 25 percent, 0.4 acres of slopes between 25 and 35 percent, and 0.02 acres of slopes greater than 35 percent. The property has predominately clayey soils.

The majority of the site consists of upland range vegetation, including Japanese brome, King Ranch bluestem, silver bluestem, horsemint, giant ragweed, sumpweed, goldenrod, Texas wintergrass, and Johnson grass. Upland woody vegetation includes hackberry, Ashe juniper, mesquite, mustang grape, eastern red cedar, and gum bumelia. Bottomland woody vegetation includes cottonwood, chinaberry, black willow, hackberry, boxelder, and giant ragweed.

Critical Environmental Features/Endangered Species Habitat

An Environmental Assessment (EA) was prepared for the project site by Jacobs Engineering in October 2012. The EA identified 15 critical environmental features (CEFs) within the PUD site, including 10 ponds and five herbaceous wetlands. The PUD will comply with the current code requirement to provide a 150-foot buffer zone around all CEFs, unless modified or mitigated pursuant to LDC Section 25-8-282, Wetland Protection.

The EA also evaluated the property for suitable habitat for state and federally listed endangered, threatened, or candidate species. Neither the listed species nor their critical habitat was observed on site during the field reconnaissance process.

Water/Wastewater

Water and wastewater service will be provided by the City of Austin, pursuant to the MUD Consent Agreements. According to the 2012 EA, the Texas Water Development Board Water Information Integration and Dissemination database reported four water wells within the property (two domestic and two unused). A fire hydrant and a plugged water well were observed north of Colton Bluff Springs Road on the western edge of Cottonmouth Creek. No other water wells, borings, or excavations were identified in the EA.

Description of Project

The proposed project contains approximately 2,217 acres of mixed use development, including the following:

- ~1,400 acres of mixed residential development (mix of detached and attached single-family residential, multifamily residential, neighborhood commercial, and civic uses);
- ~200 acres of town center development (mix of commercial, civic, multifamily and attached single-family residential, and hotel uses);
- ~90 acres of employment center development (mix of employment, civic, single-family and multifamily residential, light industrial, and hotel uses);

- ~400 acres of parks and open space (greenways, trails, and parks, with civic and limited commercial uses permitted);
- A fire station;
- An intermodal transit station; and
- Two schools.

Requested Environmental Code Modifications

The proposed PUD includes numerous modifications to current code requirements. The following summarizes key modifications to environmental requirements; please see the applicant's Exhibit B-2 – Code Variance Table for additional details.

- 25-8-42(B)(7), Administrative Variance – The Director of the Watershed Protection Department may grant a variance for up to 15 feet of cut or fill, instead of up to eight feet as allowed by code. The administrative variance can only be granted in the areas shown in the applicant's Exhibit O – Cut/Fill Exhibit, and the request must meet the findings of fact for Land Use Commission Variances.
- 25-8-64(B), Impervious Cover Assumptions – For lots smaller than 3,300 square feet, impervious cover is assumed to be 75 percent of the lot size. The code requirement is to assume 2,500 square feet of impervious cover for all lots smaller than 10,000 square feet.
- 25-8-92(B)(1), Critical Water Quality Zones Established – For a minor waterway, the boundaries of the critical water quality zone (CWQZ) are located 50 feet from the centerline of the waterway, instead of 100 feet as required by code.²
- 25-8-92(B)(4), Critical Water Quality Zones Established – The CWQZ for a minor waterway may be reduced or eliminated if it is replaced on a one to one area basis. Acceptable methods for replacement include: providing a 50-foot CWQZ from the centerline of a waterway draining less than 64 acres; increasing the CWQZ from 50 feet to up to 100 feet for a minor waterway; or an alternative mitigation methodology approved by the Watershed Protection Department. If the replacement CWQZ area is adjacent to an intermediate or major waterway, it shall be restored to “Good” or “Excellent” condition as specified in the code modification to Section 25-8-261(G).
- 25-8-261(B)(3), Critical Water Quality Zone Development – A hard surfaced trail may be located closer to the creek centerline than otherwise allowed by this section if necessary to provide below-grade crossings under major arterial roadways. The length of trail within the otherwise restricted area is limited to that necessary based on functionality, accessibility standards, or making a transition between within and outside the restricted zone, and the trail must be located outside of the erosion hazard zone if feasible.
- 25-8-261(G)(2), Critical Water Quality Zone Development – Floodplain modifications for ecological restoration or enhancement of creek corridors as required by the PUD shall meet the following criteria:

² Please see the below section on environmental superiority for additional information about the proposed CWQZ width.

- The condition of all CWQZs for intermediate and major waterways shall be assessed using the Zone 2 functional assessment methodology described in Appendix X of the Environmental Criteria Manual. (Zone 2 is the area from the edge of the active channel to the edge of the CWQZ.)
- All CWQZs found to be in “Poor (1)” or “Fair (2)” condition shall be restored to “Good (3)” or “Excellent (4)” condition; CWQZs found to be in “Good (3)” or “Excellent (4)” condition shall not be disturbed except as otherwise allowed by code and this PUD ordinance.
- The applicant shall prepare a Riparian Restoration Plan demonstrating that all parameters of the Appendix X “Scoring: Zone 2 - Critical Water Quality Zone” table shall be raised to “Good (3)” or “Excellent (4)” condition.
- The Zone 2 functional assessment of existing conditions and the Riparian Restoration Plan shall be submitted, reviewed, and approved with each residential subdivision or commercial site plan that includes the CWQZ for intermediate and major waterways.

Floodplain modifications for any development other than PUD-required restoration shall comply with current code.

- 25-8-262, Critical Water Quality Zone Street Crossings – This section is modified as follows:
 - The existing crossing of Cottonmouth Creek by Colton Bluff Springs Road may be modified, realigned, shifted or replaced without triggering restrictions under section (B)(1);
 - The intermediate waterway portion of North Fork Dry Creek may be crossed by one collector street or larger classification roadway at a minimum spacing of 1,000 feet; and
 - Roadways may cross a minor waterway at a minimum spacing of 900 feet.
- 25-8-282, Wetland Protection – Wetland mitigation shall be tracked so that mitigation may occur in advance; e.g., mitigation performed during a current phase of development may offset wetland removal in a future phase of development.
- 25-8-392, Uplands Zone – The impervious cover limits are modified to be based on location within the PUD, rather than land use (single-family residential, commercial, etc.) The location-based limits, which range from five to 95 percent, result in an average of 65 percent impervious cover across the entire PUD.

The following table compares the proposed impervious cover to the maximum impervious cover allowed by the code in effect when the MUDs were approved (the Comprehensive Watershed Ordinance, or CWO) and by the current code (the Watershed Protection Ordinance, or WPO):